Willamina City Council Agenda Regular Meeting

Tuesday, October 9, 2018, 6:00 pm West Valley Fire District 825 NE Main St, Willamina - revised

CALL TO ORDER

ROLL CALL

FLAG SALUTE

AGENDA ADDITIONS, DELETIONS, AND CORRECTIONS

PUBLIC INPUT - BUSINESS FROM THE AUDIENCE

Public Input: Presentations not scheduled on the Agenda are limited to three (3) minutes. Longer presentations should be submitted to the City Recorder prior to the meeting. Anyone wishing to comment on an item of the Regular Agenda will need to sign in on the Sign in Form.

CORRESPONDENCE - none

CONSENT AGENDA "(A listing of routine business items, which are adopted with one motion, without discussion. However, any COUNCILOR may request that an item is pulled from the Consent Agenda for discussion and separate action. The item is then considered after the Consent Agenda items have been voted upon)."

- 1. Check Registers August 1 to 31, 2018 (information only)
- 2. Financials August 31, 2018
- 3. Minutes from the September 11, 2018, City Council Meeting

REGULAR

- 4. City Manager Compensation Resolution 18-19-008
- 5. Funding for Emergency Water Intake Repair Resolution 18-19-009

PUBLIC HEARING – PUBLIC HEARING ON SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2018/2019

RETURN TO REGULAR AGENDA

6. Second Supplemental Budget & Reallocation – Resolution 18-19-010

MAYORS REPORT

COUNCIL LIAISON REPORTS

- 7. Chamber Liaison (Councilor Wooden)
- 8. Library Liaison (Councilor McKnight)
- 9. YCOM Board (Councilor Baller)
- 10. Yamhill County Transit Authority Board Member (Councilor Johnson)

INFORMATIONAL REPORTS FROM/CITY OFFICERS

- 11. City Manager
- 12. Sheriff's Report

EVENT CALENDAR- Informational

CONSENT AGENDA

City of Willamina LIVE 10.09.15	Illamina 19.15				Check !	Check Register - GL Detail Issue Dates: 8/1/2018 - 8/3	Check Register - GL Detail Check Issue Dates: 8/1/2018 - 8/31/2018				Page: 1 Oct 01, 2018 11:30AM
Report Criteria: Report type Check. Typ	ort Criteria: Report type: GL detail Check.Type = {<>} "Adjustment"	stall "Adjustment"									
GL Period	Check Issue Date	Check Number	Vendor Number	Рауее	Invoice Number	Invoice Sequence	Invoice GL Account	Discount	Invoice Amount	Check	
9731 08/18	08/07/2018	9731	4890	4890 APRIL WOODEN	080118	-	10-13-5310	00.	50.00	50.00	
	Total 9731:						į.	00.	1 1	50.00	
9732 08/18	08/07/2018	9732	430	ARAMARK UNIFORM SERVICES	863554556	-	10-66-5140	8	11 76	11.78	
08/18	08/07/2018	9732	430	ARAMARK UNIFORM SERVICES	863554556	- 8	20-11-5140	8.	3.46	3.46	
08/18	08/07/2018	9732	430	ARAMARK UNIFORM SERVICES	863554556	က	30-11-5140	00.	19.36	19.36	
08/18	08/07/2018	8732 9732	430	ARAMARK UNIFORM SERVICES ABAMARK INIECEM SERVICES	863554556	₹ •	40-11-5140	00.	34.58	34.58	
08/18	08/07/2018	9732	430	ARAMARK UNIFORM SERVICES	883584763		10-66-5140	8. S	11.76	11.76	
08/18	08/07/2018	9732	430	ARAMARK UNIFORM SERVICES	863564763	4 10	30-11-5140	8	3.46	3,46 19.36	
08/18	08/07/2018	9732	430	ARAMARK UNIFORM SERVICES	863564763	4	40-11-5140	00.	34.58	34.58	
₽	Total 9732:						1	00.	ł	138,32	
9733							ſ		1		
ω	08/07/2018	9733	5678	5678 Bob Burr	080118	-	10-13-5310	00.	50.00	50.00	
ţ.	Total 9733;						!	00.		50.00	
9734 08/18	08/07/2018	9734	940	940 CASELLE, INC.	89692	** -	10-12-5235	00.	1,200.00	1,200.00	
ይ	Total 9734:						•	00.		1,200.00	
9735 08/18	08/07/2018	9735	890	890 CHARLENE BROWN	080118	-	10-67-5310	00.	200.00	200.00	
ይ	Total 9735;							00.		200.00	
9736 08/18	08/07/2018	9736	5677	5677 Craig Johnson	080118	~	10-13-5310	00.	50.00	50.00	
	. And the section of				***************************************						

M = Manual Check, V = Vold Check

LIVE 10.09.15	LIVE 10.09.15				Check	Issue Dates: 8/1/2018 - 8/31	Check Issue Dates: 8/1/2018 - 8/31/2018				Page: 3
GL Period	Check Issue Date	Check	Vendor	Рауве	Invoice	Invoice	Invoice	Discount	Invoice	Check	
9743	08/07/2018	9743	3300	3400 OME CALL CONCEDES INC				1	HIROLIC	Amount	
		<u> </u>		OIL OALL CONCERTS, INC.	/Len/00	-	30-11-5200	0.	34.40	34.40	
ē	Total 9743;						•	00'	i	34.40	
9744 08/18	08/07/2018	9744	3160	3160 OREGON DEPARTMENT OF RE	080218	5 **	10-14-5306	. 00.	53.00	53.00	
7	Total 9744:							00.	1	53.00	
9745									•		
08/18	08/07/2018	9745	3820	RECOLOGY WESTERN OREGO		-	10-66-5415	00.	27.57	27.57	
00/10	06/07/2018	9/45	3820	RECOLOGY WESTERN OREGO		-	10-12-5415	00.	36.34	36.34	
00/10	00/07/2018	9/45	3820	RECOLOGY WESTERN OREGO		-	30-11-5415	00.	10.99	10.99	
00/10	08/07/2018	8/45	3820	RECOLOGY WESTERN OREGO		-	10-65-5415	8.	19.28	19.28	
2	0007/10/00	5/43	3820	RECOLUGY WESTERN OREGO	9596909	Ψ-	10-72-5415	00.	154.84	154.84	
٢	Total 9745;							00.		249.02	
9746							•		1		
08/18	08/07/2018	9746	610	810 RITA BALLER	080118	-	10-13-5310	00.	20.00	50.00	
ပ္	Total 9746:							00.	•	50.00	
9747									ı		
08/18	08/07/2018	9747	4110		073118	*-	10-72-5120	00	1.007.85	1.007.85	
08/18	08/07/2018	9747	4110		073118	8	10-66-5120	8	133.14	133 14	
08/18	08/07/2018	9747	4110		073118	ю	30-11-5120	8.	169.37	169.37	
08/18	08/07/2018	9747	4110		073118	4	20-11-5120	6.	54.26	54.28	
08/18	08/07/2018	9747	4110		073118	ις.	40-11-5120	00.	162.18	162.18	
08/18	08/07/2018	8747	4110	SHELDON OIL COMPANY	073118	60	10-18-5120	00.	40.06	40.06	
Ĭ,	Total 9747:							00.	1 1	1,566.86	
9748		ļ									
08/18	08/07/2018	9748	4160	SKYBERG'S	073118	•	10-12-5137	00.	181.11	181,11	
2 20 00	00011000	9/40	4160		073118	7	10-66-5504	00:	248.35	248.35	
00/10	09/07/2018	9/48	4160		073118	က	10-72-5137	00.	190.16	190.16	
81/80	81021/0/80	9748	4160	SKYBERG'S	073118	4	30-11-5137	S	54 00	CO 74	

M = Manual Check, V = Void Check

City of V	City of Willamina				0	Check Register - GL Detail	- GL Detail				Dane.
LIVE 10.09.15	.09.15		***************************************		Check Is	sue Dates: 8/1/	Check Issue Dates; 8/1/2018 - 8/31/2018				-
១		Check	Vendor		Invoice	Invoice	Invoice	Discount	Invoice	Check	
Period	Issue Date	Number	Number	Payee	Number	Sequence	GL Account	Taken	Amount	Amount	
9755									***************************************		
08/18		9755	430	ARAMARK UNIFORM SERVICES	863574928	-	10-66-5140	00.	11.76	11.76	
08/18		9755	430		863574928	8	20-11-5140	00.	3.46	3.46	
08/18		9755	430		863574928	ო	30-11-5140	00.	19.36	19.36	
08/18	08/14/2018	9755	430		863574928	4	40-11-5140	00.	34.58	34.58	
F	Total 9755;							00'	ı	69.16	
9756							1		ſ		
08/18		9756	700		4012276756	-	10-65-5913	9.	10,19	10.19	
08/18		9756	700		4012276756	8	10-65-5106	00.	34.18	34.18	
08/18	08/14/2018	9758	700	BAKER AND TAYLOR BOOKS	4012276756	ო	10-65-5100	00.	195.02	195.02	
F	Total 9756:							00.		239,39	
9757							ł		t		
08/18	08/14/2018	9757	1135	CITY OF YAMHILL	080818	*	10-13-5355	00.	150.00	150.00	
-	Total 9757:						ı	00.		150.00	
9758	0014470040	946	Ē						ı		
00,00		97.20	2/04		81318	-	30-00-2300	8	22.74	22.74	
00/10		00 /A	970	Doug Lang	081318	ณ	40-00-2400	00.	31.64	31.64	
-	Total 9758;						,	00'	•	54.38	
9759 08/18	08/14/2018	9759	2690	COWES	080218	Ψ-	10-12-5504	S	300 47	300 47	
08/18	08/14/2018	9759	2690	LOWES	080218	8	10-12-5600	00'	455.05	455.05	
۳	Total 9759:							00.	•	755.22	
9760 08/18	08/14/2018	9760	2900	2900 MID-WILLAMETTE VALLEY COU	1819067	₹"	10-17-5214	00.	465.75	465.75	
-	Total 9760;						•	00.		465.75	
9761 08/18	08/14/2018	9761	3050	3050 NORTHWEST LOGGING SUPPL	255985	~	10-72-5507	00.	41.89	41,99	

M = Manual Check, V = Void Check

City of Willami LIVE 10,09,15	City of Willamina LIVE 10,09,15				Check	Check Register - GL Detail Issue Dates: 8/1/2018 - 8/3:	Check Register - GL Detail Check Issue Dates: 8/1/2018 - 8/31/2018				Page: 7 Oct 01, 2018 11:30AM
GL. Period	Check Issue Date	Check	Vendor	Payee	Invoice	Invoice	Invoice	Discount	Invoice	Check	
	-	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				namban .	OF Account	I andii	Amount	Amount	
9769			;								
01/00	-	69/6	310		081018	***	10-12-5137	00.	671.34	671.34	
08/18		9769	310		081018	8	10-65-5108	8.	16.99	16.99	
08/18	_	9769	310		081018	ო	10-65-5102	00.	117.96	117.96	
08/18		8769	310	-	081018	4	10-65-5137	6.	48.97	48.97	
08/18		9769	310		081018	ĸ	10-65-5111	8.	19,68	19.68	
08/18	_	9769	310		081018	9	10-65-5101	00.	10.88	10.88	
08/18		9769	310		081018	7	10-66-5600	00.	601.48	601.48	
08/18	08/28/2018	9769	310	AMAZON	081018	80	10-12-5600	00.	365.78	365.78	
F	Total 9769;						•	00.	1	1,853.08	
9770							ı		1		
08/18	08/28/2018	9770	430	ARAMARK UNIFORM SERVICES	863585119	•	10.68.5140	S	1		
08/18	08/28/2018	9770	430		863585119	- 0	20-11-5140	99: O	11.70	3.46	
08/18	08/28/2018	9770	430		863585119	l m	30-11-5140	8 8	, o.	0.00	
08/18		9770	430		863585119	4	40-11-5140	8 8	34.58	34.58	
08/18	08/28/2018	9770	430	ARAMARK UNIFORM SERVICES	863595269	~	10-66-5140	8	11.76	11.78	
08/18	_	9770	430		863595269	7	20-11-5140	8.	3.46	3.46	
08/18		9770	430		863595289	ო	30-11-5140	00.	19,36	19,36	
08/18	08/28/2018	9770	430	ARAMARK UNIFORM SERVICES	863595269	4	40-11-5140	00.	34.58	34.58	
F	Total 9770:						•		i		
•							i	00.	I	138.32	
9771											
08/18	08/28/2018	9771	700	BAKER AND TAYLOR BOOKS	4012285908	-	10-65-5100	00'	166.67	166.67	
-	Total 9771:						'	00.		166.67	
9772									ı		
08/18		9772	1380		4758-170492	-	10-72-5137	99.	6.59	6.59	
08/18		9772	1380		4758-170706	Ψ-	10-72-5137	6°.	4.99	4.99	
08/18	08/28/2018	9772	1380) CARQUEST	4758-170975	-	10-72-5137	00.	13.07	13.07	
-	Total 9772:							00.		24.65	
9773							•		1		
08/18		9773	1020		081118	-	10-12-5413	00.	368.75	368.75	
08/18	08/28/2018	9773	1020	CENTURYLINK	081118	N	10-66-5413	00.	15.29	15.29	

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City of V	City of Willamina				J	Check Register - GL Detail	- GL Detail				Page: 9
LIVE 10.08.15	.08.15				Check It	ssue Dates: 8/1	Check Issue Dates: 8/1/2018 - 8/31/2018				-
5	Check	Check	Vendor		Invoice	Invoice	Invoice	Discount	Invalce	Check	
Period	Issue Date	Number	Number	Payee	Number	Sequence	GL Account	Taken	Amount	Amount	
							•				
ŕ	Total 9778:						•	00.		164.97	
9780							•		1		
08/18	08/28/2018	9780	2160	HONEY BUCKET	550767414	-	10-66-5200	8	108 00	108.00	
08/18		9780	2160		550767415	-	10-66-5200	8 8	108.00	108.00	
08/18	08/28/2018	9780	2160	HONEY BUCKET	550767416	*	10-68-5200	00.	106.00	106.00	
ŗ.	Total 9780:						•	00.	•	318.00	
9781									•		
08/18	08/18 08/28/2018	9781	2660	2660 LEAGUE OF OREGON CITIES	4957		10-12-5342	00.	85.00	85.00	
F	Total 9781:							00.	•	85.00	
9782									•		
08/18	08/28/2018	9782	2700	2700 LES SCHWAB TIRE CENTER	2020100326	-	40-11-5504	00.	429.40	429.40	
F	Total 9782:						•	00.	, '	429.40	
9783											
08/18		9783	3060	NW NATURAL	1363282-3 8-		10-65-5415	00.	15.92	15,92	
08/18	08/28/2018	9783	3080	NW NATURAL	1391658-0 8-	-	10-87-5415	00:	15.92	15.92	
j	Total 9783:						•	00.	•	31.84	
9784 08/18	08/28/2018	9784	5649	5649 OCEA	082718	-	10-18-5342	8	00000	00000	
1	Total 9784:							8	•		
							-		•	00.002	
9785 08/18	08/28/2018	9785	1700	1700 OREGON GOVERNMENT ETHIC	AIE08127	+	10-12-5320	00.	475.12	475.12	
 	Total 9785:						·	00.	,	475.12	
9786	08/28/2018	9786	3230		6546	**	10.8E.8342	S	i u	c C	
08/18		9786	3230	OREGON LIBRARY ASSOCIATI	6604		10-65-5342	8 8	2,00	5,00	

M = Manual Check, V = Vold Check

City of Willamina LIVE 10.09.15				Check	Check Register - GL Detail Issue Dates: 8/1/2018 - 8/31	Check Register - GL Detail Check Issue Dates: 8/1/2018 - 8/31/2018				Page: 11 Oct 01. 2018 11:30AM
GL Check Period Issue Date	c Check ate Number	Vendor Number	Payee	Invoice Number	Invoice	Invoice GL Account	Discount	Invoice	Check	
							*	•		
Total 9792:							00.		10.00	
9793 08/18 08/28/2018	118 9793		5130 YAMHILL COMMUNICATIONS A	FY19-03-WIL	Ψ-	10-18-5302	00.	2,007.25	2,007.25	
Total 9793:						•	00.	1	2,007.25	
Grand Totals:	is:					. 11	00'	ı u	40,730.17	

Summary by General Ledger Account Number

Proof	36,072.74-	228.24	1,583.40	460.00	1,413.00	400.00	1,200.00	485.12	85.00	470.28	361.10	878.17	820.83	165.97	400.00	150.00	53.00	16.00	465.75	40.06	19.47	16,621.42	2,007.25
Credit	36,072.74-	00:	00.	8.	8.	0°.	9.	00:	6 0.	00.	8.	0 .	00:	00.	00'	00.	00.	6.	00:	00.	00.	00.	00.
Debit	0.	228.24	1,583,40	460.00	1,413.00	400,00	1,200,00	485.12	85.00	470.28	361.10	878.17	820.83	165.97	400.00	150.00	53.00	16.00	465.75	40.06	19.47	16,621.42	2,007.25
unt	10-00-2000	10-00-2130	10-12-5137	10-12-5209	10-12-5233	10-12-5234	10-12-5235	10-12-5320	10-12-5342	10-12-5413	10-12-5415	10-12-5504	10-12-5600	10-12-5606	10-13-5310	10-13-5355	10-14-5306	10-14-5313	10-17-5214	10-18-5120	10-18-5137	10-18-5217	10-18-5302
GL Account																							

City of Willamina LIVE 10.09,15			Chec	Check Register - GL Detail Check Issue Dates: 8/1/2018 - 8/31/2018 Oct 01	Page: 13 Oct 01, 2018 11:30AM
GL Account	Debit	Credit	Proof		
30-11-5040	75.00	00.	75.00		
30-11-5120	169.37	00.	169.37		
30-11-5137	54.92	00:	54.92		
30-11-5140	96.80	00.	98.80		
30-11-5200	34.40	00:	34.40		
30-11-5250	140.00	00.	140.00		
30-11-5413	372.30	00'	372.30		
30-11-5415	10.99	00.	10.99		
30-11-5504	311.83	00'	311.83		
30-11-5530	222.36	00:	222.36		
40-00-2000	00.	2,953.19-	2,953.19-		
40-00-2400	154.71	00.	154.71		
40-11-5040	150.00	00:	150.00		
40-11-5120	162.18	00.	162.18		
40-11-5137	143.83	80.	143.83		
40-11-5140	172,90	8	172.90		
40-11-5200	500.00	0.	500.00		
40-11-5250	220.00	6.	220,00		
40-11-5413	415.18	00.	415.18		
40-11-5504	429.40	00:	429.40		
40-11-5540	604.99	00.	604.99		
Grand Totals:	40,730.17	40,730.17-	00.		

CITY OF WILLAMINA COMBINED CASH INVESTMENT AUGUST 31, 2018

COMBINED CASH ACCOUNTS

99-00-1010	US BANK OPERATIONS	(89,333.59)
99-00-1015	XPRESS DEPOSIT ACCOUNT		14,918.14
99-00-1020	PAYROLL - CHECKING		17,037.90
99-00-1030	INVESTMENTS-LGIP	*****	39,277.84
	TOTAL COMBINED CASH	(18,099.71)
99-00-1910	MERCHANT SERVICES CLEARING	(718.13)
99-00-1009	CASH ALLOCATED		18,817.84
	TOTAL UNALLOCATED CASH		.00
	CASH ALLOCATION RECONCILIATION		
10	ALLOCATION TO GENERAL FUND	(94,533.04)
20	ALLOCATION TO STREET FUND	(2,162.63)
21 .	ALLOCATION TO STREET SDC FUND		3,000.00
30	ALLOCATION TO WATER FUND	(12,205.14)
31	ALLOCATION TO WATER SDC FUND	(352.50)
40	ALLOCATION TO WASTEWATER FUND		88,894.15
41 .	ALLOCATION TO WASTEWATER SDC FUND		1,458.68)
•	TOTAL ALLOCATIONS TO OTHER FUNDS	(18,817.84)
,	ALLOCATION FROM GENERAL FUND - 99-00-1009	····	18,817.84
;	ZERO PROOF IF ALLOCATIONS BALANCE	-	.00

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
10-10-4000	BEGINNING FUND BALANCE BUDGET	.00	.00	278,548.00	278,548.00	.0
10-10-4001	PROPERTY TAX	1,819.31	4,514.58	369,000.00	364,485.42	1.2
10-10-4002	PROPERTY TAX PRIOR	756.49	1,348.00	10,000.00	8,652.00	13.5
10-10-4003	INTEREST ON TAXES	24.31	63.29	75.00	11.71	84.4
10-10-4110		.00	215.95	1,800.00	1,584.05	12.0
10-10-4111		5,919.48	5,919.48	24,000.00	18,080.52	24.7
10-10-4112		3,301.88	5,247.05	32,000.00	26,752.95	16.4
10-10-4113		.00	.00	5,000.00	5,000.00	.0
10-10-4501	BUSINESS LICENSES	70.00	70.00	3,500.00	3,430.00	2.0
10-10-4511	LIEN SEARCHES	80.00	340.00	1,000.00	680.00	34.0
10-10-4571	OLCC LICENSE FEE	.00	.00	200,00	200.00	.0
10-10-4600	FRANCHISE FEES CENTURYLINK	.00	173.72	1,500.00	1,326.28	11.6
10-10-4601	FRANCHISE FEES NW NATURAL	.00	.00	13,000.00	13,000.00	.0
10-10-4602		.00	.00	62,000.00	62,000.00	.0
10-10-4603	FRANCHISE FEES WAVE BROADBAND	.00	.00	8,000.00	8,000.00	.0
10-10-4604	FRANCHISE FEES WESTERN ORWASTE	352.86	637.14	5,200.00	4,562.86	12.3
10-10-4605	FRANCHISE FEES ONLINENW	.00	.00	2,000.00	2,000.00	.0
10-10-4701	RENT - CENTER MARKET	.00	.00	2,000.00	2,000.00	.0
10-10-4701	DONATIONS	.00	.00	3,000.00	3,000.00	.0
10-10-4900	INTEREST INCOME	2,232.28	4,426.14	15,000.00	10,573.86	29.5
10-10-4901	MISCELLANEOUS INCOME	(212.69)	61.75	1,000.00	938.25	6.2
10-10-4307	modele meddo modme					
	TOTAL DEPARTMENT 10	14,343.92	23,017.10	837,823.00	814,805.90	2.8
	COURT					
	COURT PUITO AND PETO	649.00	649.00	1,500.00	851.00	43,3
10-14-4507	COURT FINES AND FEES	.00	00.	100.00	100.00	.0
10-14-4508	COURT COSTS ASSESSED					
	TOTAL COURT	649.00	649.00	1,600.00	951.00	40.6
	PLANNING					
10-17-4583	PLANNING FEES	.00	.00	10,000.00	10,000.00	.0
10-17-4584	ENGINEERING FEES PLANNING	.00	.00	500.00	500.00	.0
10-17-4585	DEVELOPMENT FEES PLANNING	1,200.00	1,200.00	.00.	(1,200.00)	.0
	TOTAL PLANNING	1,200.00	1,200.00	10,500.00	9,300.00	11.4
	PUBLIC SAFETY					
10-18-4200	CODE ENFORCEMENT FINES	.00	.00.	2,500.00	2,500.00	.0
10-18-4506	PUBLIC SAFETY FEE	.00.	.00	50,000.00	50,000.00	.0
	TOTAL PUBLIC SAFETY	.00	.00	52,500.00	52,500.00	.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMIN					
10-12-5115	BANK CHARGES	182,68	303,19	1,800.00	1,496.81	16.8
10-12-5119		.00	.00	60.00	60.00	.0
10-12-5123	MERCHANT FEES	.00	.00.	200,00	200.00	.0
10-12-5124	PAYROLL PROCESSING FEES	361.26	535.69	4,500.00	3,964.31	11.9
10-12-5126	POSTAGE	.00	20.51	1,500.00	1,479.49	1.4
10-12-5137	SUPPLIES	945.21	3,280.66	12,000.00	8,719.34	27.3
10-12-5200	CONTRACT SERVICES	886.84	1,038.69	22,500.00	21,461.31	4.6
10-12-5201	AUDIT SERVICES	.00.	.00	15,000.00	15,000.00	.0
10-12-5203	LEGAL SERVICES	.00.	.00.	11,000.00	11,000.00	.0
10-12-5207	INSURANCE	20,353.83	20,353.83	25,000.00	4,646.17	81.4
10-12-5209	CLEANING SERVICES	460.00	780.00	5,200.00	4,420,00	15.0
10-12-5230	PRINTING AND PUBLISHING	433,33	692.11	5,000.00	4,307.89	13.8
10-12-5233	TECHNOLOGY SERVICES	550.00	1,963.00	12,000.00	10,037.00	16.4
10-12-5234	TECHNOLOGY BACK UP	400.00	800.00	5,500.00	4,700.00	14.6
10-12-5235	SOFTWARE MAINTENANCE	1,200.00	2,400.00	15,000.00	12,600,00	16.0
10-12-5320	DUES, LICENSE, PERMITS	485.12	2,251.12	6,000.00	3,748.88	37.5
10-12-5342	CONFERENCE/SEMINAR/TRAINING	129.28	129.28	5,000.00	4,870.72	2.6
10-12-5344	TRAVEL	.00	.00.	1,000.00	1,000.00	.0
10-12-5355	MISCELLANEOUS EXPENSE	.00	.00.	750.00	750,00	.0
10-12-5413	TELEPHONE	4,457.57	4,835.18	5,000.00	164.82	96.7
10-12-5415	UTILITIES	633.13	1,252.58	9,000.00	7,747.42	13.9
10-12-5504	REPAIRS - MAINTENANCE	823.33	1,581.33	8,000.00	6,418.67	19.8
10-12-5600	EQUIPMENT	1,091.69	1,091.69	3,500.00	2,408.31	31.2
10-12-5606	EQUIPMENT LEASE	165.97	542.88	6,000.00	5,457.12	9.1
	TOTAL ADMIN	33,559.24	43,851.74	180,510.00	136,658.26	24.3
	COUNCIL					
10-13-5307	COMMUNITY PROJECT	.00	.00	1,000,00	1,000.00	۰ 0.
10-13-5310	STIPEND	350.00	800.00	5,000.00	4,200.00	16.0
10-13-5342	CONFERENCE/SEMINAR/TRAINING	.00	.00.	3,500.00	3,500.00	.0
10-13-5344	TRAVEL	.00	.00	750.00	750,00	.0
10-13-5350	VOLUNTEER APPRECIATION	.00	.00	800.00	800.00	.0
10-13-5355	COUNCIL EXPENSE	360.00	439.25	1,000.00	560.75	43.9
	TOTAL COUNCIL	710.00	1,239.25	12,050.00	10,810.75	10.3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CDECIAL					
	SPECIAL					
10-60-5758	DOWNTOWN LOAN	.00	.00	25,000.00	25,000.00	.0
10-60-5900	EID TAX DISBURSEMENT	.00	.00	8,341.00	8,341.00	0.
	TOTAL SPECIAL	.00	.00.	33,341.00	33,341.00	.0
	LIBRARY					
10-65-5000	SALARY - WAGES	2,961.60	5,809.30	39,500.00	33,690.70	14.7
10-65-5020	PAYROLL TAX	224.28	439.22	3,950.00	3,510.78	11.1
10-65-5040	BENEFITS	1,188.76	2,677.52	19,500.00	16,822.48	13.7
10-65-5060	PERS	140.70	275.96	2,400.00	2,124.04	11.5
10-65-5090	WORKERS COMP	2.32	4.69	60.00	55.31	7.8
10-65-5100	BOOKS CHILDREN	731.54	1,097.25	2,200.00	1,102.75	49.9
10-65-5101	AUDIO VISUAL CHILDREN	10.88	36.78	800.00	763.22	4.6
10-65-5102	AUDIO VISUAL ADULT	117.96	177.86	800.00	622.14	22.2
10-65-5103	AUDIO VISUAL LOST REPLACEMENT	.00.	.00	25.00	25.00	.0
10-65-5106	BOOKS ADULTS	128.22	290.15	2,200.00	1,909.85	13.2
10-65-5107	BOOKS LOST REPLACEMENT	.00	.00	100.00	100.00	.0
10-65-5111	SPECIAL PROGRAM CHILDREN	324.71	942.17	800.00	(142.17)	117.8
10-65-5112	SPECIAL PROGRAM ADULT	.00	.00.	500.00	500.00	.0
10-65-5126	POSTAGE	106.88	106.88	150,00	43.12	71.3
10-65-5137	SUPPLIES	(196.29)	344.92	2,200.00	1,855.08	15.7
10-65-5200	CONTRACT SERVICES	.00	86.70	800.00	713.30	10.8
10-65-5209	CLEANING SERVICES	.00	.00	100.00	100.00	.0
10-65-5233	TECHNOLOGY SERVICES	.00	.00	1,750.00	1,750.00	.0
10-65-5320	DUES, LICENSE, PERMITS	.00	.00	550.00	550.00 500.00	.0 .0
10-65-5321	SUBSCRIPTIONS	.00	.00	500.00 300.00	290.00	3.3
10-65-5342	CONFERENCE/SEMINAR/TRAINING	10.00	10.00 .00	100.00	100.00	.0
10-65-5344	TRAVEL	.00 .00	.00	500.00	500.00	.0
10-65-5350	PARKING LOT LEASE	.uu 1,371.87	1,452,59	1,200.00	(252.59)	121.1
10-65-5413	TELEPHONE UTILITIES	325.00	641.97	3,800.00	3,158.03	16.9
10-65-5415		.00	.00	1,500.00	1,500.00	.0
10-65-5504	REPAIRS - MAINTENANCE EQUIPMENT	.00.	.00	100.00	100.00	.0
10-65-5600	EQUIPMENT LEASE	.00	.00 127.57	2,000.00	1,872.43	6.4
10-65-5606	GRANT EXPENSE READY TO READ	.00	.00	1,000.00	1,000.00	.0
10-65-5912 10-65-5913	YOUTH COLLECTION GRANT	.00 90.61	2,912,45	3,000.00	87.55	97.1
10-00-0813	TOUTH COLLECTION GRAINT	50.01				
	TOTAL LIBRARY	7,539.04	17,433.98	92,385.00	74,951.02	18.9

		PER	RIOD ACTUAL		YTD ACTUAL		BUDGET	<u>U</u>	NEXPENDED	PCNT
	PAYROLL ADMIN									
10-70-5000	SALARY-WAGES		16,007.46		31,824.36		209,000.00		177,175.64	15.2
10-70-5002		(19,218.42)	(38,436.84)	(230,621,00)	(192,184.16)	(16.7)
10-70-5020		•	1,187.84	٠	2,365.45	٠	20,900.00	•	18,534.55	11.3
10-70-5040			4,769.81		10,439.62		72,000.00		61,560.38	14.5
10-70-5060	PERS		760.36		1,511.65		12,300.00		10,788.35	12.3
10-70-5090	WORKERS COMP		54.96		60.12		1,000.00		939.88	6.0
	TOTAL PAYROLL ADMIN		3,562.01		7,764.36		84,579.00		76,814.64	9.2
	PAYROLL PUBLIC WORKS									
10-71-5000	SALARY - WAGES		12,146.78		24,441.81		155,500.00		131,058.19	15.7
10-71-5000	PW ALLOCATED PAYROLL	(•	(42,191.68)	(253,150.00)	(210,958.32)	(16.7)
10-71-5001		•	724.04	`	1,441.14	`	15,500.00	`	14,058.86	9,3
10-71-5040	*******		3,461.07		7,671.79		67,250.00		59,578.21	11.4
10-71-5060			888.96		1,768.77		13,200.00		11,431.23	13.4
10-71-5090	WORKERS COMP		5.20		10.69		1,700.00		1,689.31	.6
	TOTAL PAYROLL PUBLIC WORKS	(3,869.79)	(6,857.48)		.00.		6,857.48	.0
	PUBLIC WORKS OPERATIONS									
10-72-5120	GAS - OIL		1,195.85		1,195.85		3,400.00		2,204.15	35.2
10-72-5137	SUPPLIES		133.01		391.54		8,000.00		7,608.46	4.9
10-72-5140	UNIFORMS - TOWELS		45.00		45.00		1,000.00		955.00	4.5
10-72-5200	CONTRACT SERVICES		.00		.00		500.00		500.00	.0
10-72-5203	LEGAL SERVICES		.00.		.00		500.00		500.00	.0
10-72-5207	INSURANCE		12,000.00		12,000.00		12,000.00		.00	100.0
10-72-5233	TECHNOLOGY SERVICES		.00		.00		500.00		500,00	.0
10-72-5320	DUES, LICENSE, PERMITS		.00		.00		1,000.00		1,000.00	.0
10-72-5342	CONFERENCE/SEMINAR/TRAINING		.00		.00		1,000.00		1,000.00	.0
10-72-5344	TRAVEL		.00.		.00.		300.00		300.00	.0
10-72-5415	UTILITIES		359.90		597.54		10,000.00		9,402.46	6.0 7.6
10-72-5504	REPAIRS - MAINTENANCE		180.00		457.50		6,000.00		5,542.50	1.7
10-72-5507	EQUIPMENT MAINTENANCE		.00 164.97		41.99 164.97		2,500.00 3,000.00		2,458.01 2,835.03	5.5
10-72-5600 10-72-9615	EQUIPMENT FUND/DEPT ALLOCATIONS	(4,141.67)	(8,283.34)	(49,700.00)	((16.7)
	TOTAL PUBLIC WORKS OPERATIONS		9,937.06	,	6,611.05		.00	(6,611.05)	.0

	CAPITAL									
10-80-6001	CAPITAL OUTLAY -WEBSITE		.00		2,715.00		10,000.00		7,285.00	27.2
	CAPITAL OUTLAY -CH - SIDINGI	**************	.00.		.00		8,000.00		8,000.00	.0
	TOTAL CAPITAL		.00		2,715.00		18,000.00		15,285.00	15.1

CITY OF WILLAMINA BALANCE SHEET AUGUST 31, 2018

STREET FUND

	ASSETS						
20-00-1009	CASH ALLOCATED			(2,162.63)		
	TOTAL ASSETS					(2,162.63)
	LIABILITIES AND EQUITY						
	LIABILITIES						
20-00-2000	ACCOUNTS PAYABLE				63,828.17		
	TOTAL LIABILITIES						63,828.17
	FUND EQUITY						
	REVENUE OVER EXPENDITURES - YTD	(65,990.80)				
	BALANCE - CURRENT DATE			(65,990.80)		
	TOTAL FUND EQUITY					(65,990.80)
	TOTAL LIABILITIES AND EQUITY					(2,162.63)

STREET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURE					
20-11-5001	PW ALLOCATED PAYROLL	2,697.50			26,975.00	16.7
20-11-5002	ADMIN ALLOCATED PAYROLL	2,457.42	•	•	24,574.16	16.7
20-11-5090	WORKERS COMP	755.46		-	244.54	75.6
20-11-5120	GAS - OIL	177.40		-	1,322.60	11.8 2.7
20-11-5137	SUPPLIES UNIFORMS - TOWELS	40.12 13.84		•	1,459.88 488.86	6.2
20-11-5140 20-11-5204	ENGINEERING SERVICES	10,178.80			(178.80)	101.8
20-11-5204	TELEPHONE	33.36	<u>.</u> .		534.11	11.0
20-11-5504	REPAIRS - MAINTENANCE	.00.			3,000.00	.0
20-11-5521	SIDEWALK MAINTENANCE	.00.		•	10,000.00	.0
20-11-5522	STREET MAINTENANCE	11,350.59	11,350.59	60,000.00	48,649.41	18.9
20-11-5523	TRAFFIC CONTROL	.00	-		2,000.00	.0
20-11-5600	EQUIPMENT	.00.	.00.	1,500.00	1,500.00	.0
	TOTAL EXPENDITURE	27,704.49	32,909.24	153,459.00	120,549.76	21.4
20-81-5909	GRANT EXP SMALLCITIES ALLOTMNT	42,315.20	52,494.00	50,000.00	(2,494.00)	105.0
	TOTAL DEPARTMENT 81	42,315.20	52,494.00	50,000.00	(2,494.00)	105.0
	TRANSFER					
20-90-9610	OVERHEAD ALLOCATION	1,501.25	3,002.50	18,015.00	15,012.50	16.7
20-90-9615	PW EXPENSE ALLOCATION	529.59	1,059.18	6,355.00	5,295.82	16.7
	TOTAL TRANSFER	2,030.84	4,061.68	24,370.00	20,308.32	16.7
	CONTINGENCY					
20-99-9900	CONTINGENCY	.00.	.00.	108,944.00	108,944.00	.0
	TOTAL CONTINGENCY	.00	.00.	108,944.00	108,944.00	.0
	TOTAL FUND EXPENDITURES	72,050.53	89,464.92	336,773.00	247,308.08	26.6
	NET REVENUE OVER EXPENDITURES	(61,583.86)	(65,990.80)	.00.	65,990.80	.0

STREET SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
21-10-4000		.00	.00.	129,000.00	129,000.00	.0 10.0
21-10-4421	SYSTEM DEVELOPMENT CHARGES TOTAL DEPARTMENT 10	.00.	3,000.00	30,000.00 159,000.00	156,000.00	1.9
	TOTAL FUND REVENUE	.00	3,000.00	159,000.00	156,000.00	1.9

CITY OF WILLAMINA BALANCE SHEET AUGUST 31, 2018

WATER FUND

	ASSETS					
30-00-1009 30-00-1251	CASH ALLOCATED UTILITY RECEIVABLE		(12,205.14) 12,991.80		
	TOTAL ASSETS					786.66
	LIABILITIES AND EQUITY					
	LIABILITIES					
30-00-2000 30-00-2300	ACCOUNTS PAYABLE WATER DEPOSITS			11,926.63 28.51		
	TOTAL LIABILITIES					11,955.14
	FUND EQUITY					
	REVENUE OVER EXPENDITURES - YTD	(11,168.48)				
	BALANCE - CURRENT DATE		(11,168.48)		
	TOTAL FUND EQUITY				(11,168.48)
	TOTAL LIABILITIES AND EQUITY					786.66

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL BUDGET		UNEXPENDED	PCNT
	EXPENDITURE					
	EXPENDITORE					
30-11-5000	SALARY - WAGES	3,887.09	7,490.49	58,000.00	50,509.51	12.9
30-11-5001	PW ALLOCATED PAYROLL	9,683.34	19,366.68	116,200.00	96,833.32	16.7
30-11-5002	ADMIN ALLOCATED PAYROLL	8,821.58	17,643.16	105,859.00	88,215.84	16.7
30-11-5020	PAYROLL TAX	297.39	611.75	5,800.00	5,188.25	10.6
30-11-5040	BENEFITS	681.17	1,512.09	10,200.00	8,687.91	14.8
30-11-5060	PERS	526.27	1,081.58	7,000.00	5,918.42	15.5
30-11-5090	WORKERS COMP	709.51	712.16	1,500.00	787.84	47.5
30-11-5105	BAD DEBT	26.11	1,132.68	4,000.00	2,867.32	28.3
30-11-5108	CHEMICALS	2,037.60	2,483.20	20,000.00	17,516.80	12.4
30-11-5120	GAS - OIL	400.66	400.66	3,000.00	2,599.34	13.4
30-11-5123	MERCHANT FEES	279.33	588.55	8,000.00	7,411.45	7.4
30-11-5126	POSTAGE	.00	.00.	750.00	750.00	.0
30-11-5137	SUPPLIES	178.64	233,56	3,100.00	2,866.44	7.5
30-11-5140	UNIFORMS - TOWELS	77.44	424.24	2,000.00	1,575.76	21.2
30-11-5200	CONTRACT SERVICES	34.40	68.80	5,000.00	4,931.20	1.4
30-11-5204	ENGINEERING SERVICES	6,170.00	6,170.00	5,000.00	(1,170.00)	123.4
30-11-5230	PRINTING AND PUBLISHING	293.55	583,54	3,000.00	2,416.46	19.5
30-11-5250	SYSTEM ANALYSIS	140.00	140.00	6,000.00	5,860.00	2.3
30-11-5320	DUES, LICENSE, PERMITS	.00	.00	1,000.00	1,000.00	.0
30-11-5342	CONFERENCE/SEMINAR/TRAINING	.00	.00.	1,000.00	1,000.00	.0
30-11-5344	TRAVEL	2.00	2.00	500.00	498.00	.4
30-11-5355	MISCELLANEOUS EXPENSE	.00	.00.	100.00	100.00	.0
30-11-5413	TELEPHONE	372.30	649.86	5,000.00	4,350.14	13.0
30-11-5415	UTILITIES	3,036.39	6,056.46	45,000.00	38,943.54	13.5
30-11-5504	REPAIRS - MAINTENANCE	311.83	1,369.65	5,000.00	3,630.35	27.4
30-11-5530	SUPPLY SYSTEM MAINTENANCE	865.47	1,675.47	50,000.00	48,324.53	3.4
30-11-5531	DISTRIBUTION MAINTENANCE	.00	.00	5,500.00	5,500.00	.0
30-11-5535	NEW CONNECTION EQUIPMENT	.00	.00	1,000,00	1,000.00	.0
30-11-5600	EQUIPMENT	3,529.49	4,494.30	7,000,00	2,505.70	64.2
	TOTAL EXPENDITURE	42,361.56	74,890.88	485,509.00	410,618.12	15.4
30-80-6001	CAPITAL OUTLAY-INTAKE REDESIGN	.00.	.00	50,000.00	50,000.00	.0
30-80-6002	CAPITAL-GIS MAPPING OF SYSTEM	.00.	.00	5,000.00	5,000.00	0.
	TOTAL DEPARTMENT 80	.00	.00.	55,000.00	55,000.00	.0
	designation of the second designation of the					_
30-82-8030	WATER PRINCIPAL	.00	.00	19,203.00	19,203.00	.0
30-82-8035	WATER INTEREST	.00.	.00	33,609.00	33,609.00	
	TOTAL DEPARTMENT 82	.00.	.00.	52,812.00	52,812.00	.0

CITY OF WILLAMINA BALANCE SHEET AUGUST 31, 2018

WATER SDC FUND

	ASSETS						
31-00-1009	CASH ALLOCATED			(352.50)		
	TOTAL ASSETS					(352.50)
	LIABILITIES AND EQUITY						
	LIABILITIES						
31-00-2000	ACCOUNTS PAYABLE				1,560.00		
	TOTAL LIABILITIES						1,560.00
	FUND EQUITY						
	REVENUE OVER EXPENDITURES - YTD	(1,912.50)				
	BALANCE - CURRENT DATE			(1,912.50)		
	TOTAL FUND EQUITY					(1,912.50)
	TOTAL LIABILITIES AND EQUITY					(352.50)

WATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
31-80-6000	CAPITAL OUTLAY	1,560.00	1,560.00	10,000.00	8,440.00	15.6
	TOTAL DEPARTMENT 80	1,560.00	1,560.00	10,000.00	8,440.00	15.6
	TRANSFER					
31-90-9750	DEBT SERVICE TRANSFER TO 50	1,100.25	2,200.50	13,203.00	11,002.50	16.7
	TOTAL TRANSFER	1,100.25	2,200.50	13,203.00	11,002.50	16.7
	CONTINGENCY					
31-99-9900	CONTINGENCY	.00.	.00	57,549.00	57,549.00	.0
	TOTAL CONTINGENCY	.00.	.00.	57,549.00	57,549.00	.0
	TOTAL FUND EXPENDITURES	2,660.25	3,760.50	80,752.00	76,991.50	4.7
	NET REVENUE OVER EXPENDITURES	(2,660.25)	(1,912.50)	.00.	1,912.50	.0

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
			20	405 740 00	425 740 00	
40-10-4000	BEGINNING FUND BALANCE BUDGET	.00.	.00.	135,749.00	135,749.00 521,863.98	.0 17,2
40-10-4340	WASTEWATER REVENUE	54,294.14	108,136.02	630,000.00	1,350,00	10.0
40-10-4342	NEW CONNECTION FEE	.00	150.00	1,500.00	•	
40-10-4350	RECOVERY BAD DEBT	106.45	708.99	500.00	(208.99)	141.8
	TOTAL DEPARTMENT 10	54,400.59	108,995.01	767,749.00	658,753.99	14.2
	TRANSFER					
40-90-9530	INTERFUND LOAN	.00	60,000.00	60,000.00	.00	100.0
	TOTAL TRANSFER	.00	60,000.00	60,000.00	.00.	100.0
	TOTAL FUND REVENUE	54,400.59	168,995.01	827,749.00	658,753.99	20.4

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TRANSFER					
40-90-9110 40-90-9241 40-90-9610	IN LIEU OF FRANCHISE FEE TRANSFER IN OVERHEAD ALLOCATION	1,575.00 (1,979.34) 4,850.34	3,150.00 (3,958.68) 9,700.68	(23,752.00)	15,750.00 (19,793.32) 48,503.32	16.7 (16.7) 16.7
40-90-9615	PW EXPENSE ALLOCATION	1,669.58	3,339.16		16,695.84	16.7
	TOTAL TRANSFER	6,115.58	12,231.16	73,387.00	61,155.84	16.7
	CONTINGENCY					
40-99-9900	CONTINGENCY	.00	.00	154,332.00	154,332.00	.0
	TOTAL CONTINGENCY	.00.	.00.	154,332.00	154,332.00	.0
	TOTAL FUND EXPENDITURES	36,438.34	73,973.20	827,749.00	753,775.80	8.9
	NET REVENUE OVER EXPENDITURES	17,962.25	95,021.81	.00	(95,021.81)	.0

WASTEWATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
41-10-4000	BEGINNING FUND BALANCE BUDGET	.00	.00	18,724.00	18,724.00	.0
41-10-4441	SYSTEM DEVELOPMENT CHARGES	.00.	2,500.00	20,000.00	17,500.00	12.5
	TOTAL DEPARTMENT 10	.00	2,500.00	38,724.00	36,224.00	6.5
	TOTAL FUND REVENUE	.00	2,500.00	38,724.00	36,224.00	6.5

City Of Willamina Minutes of the Meeting of the City Council **September 11, 2018** 6:00 PM

Location of Meeting:

West Valley Fire 825 NE Main St Willamina, Oregon 97396

Present at Meeting: Mayor, Ila Skyberg

Councilor, Ginny Wymore Councilor, Craig Johnson Councilor, April Wooden City Manager, Kenna West Deputy City Recorder, Debbie Bernard Public Works Director, Jeff Brown **Guest:**

James Daley

News-Register, Paul Daliquante

Absent from Meeting:

Councilor Bob Burr - excused Councilor Theresa McKnight - excused

The regular meeting of the City Council of City of Willamina was called to order at 6:00 PM on September 11, 2018, at West Valley Fire by Mayor Ila Skyberg. The roll call was taken by Deputy City Recorder, Debbie Bernard. A quorum was present.

I. Approval of Agenda

The agenda for the meeting was distributed and unanimously approved with additions.

II. Review of Previous Minutes

The minutes of the previous meeting were reviewed and unanimously approved under consent.

III. Consideration of Open Issues

- 1. Agenda Additions, Deletions, And Corrections Mayor Ila Skyberg Mayor Skyberg reported the addition of Nuisance Abatement on 687 Branson Street which will be added to the Regular Agenda as No. 9.
- 2. Public Input

Mayor Ila Skyberg

Mayor Skyberg asked for public input from James Daley who signed in to speak.

James Daley at 172 NW 3rd St. addressed the Council with the issue of overgrown shrubs and trees at the corner of 3rd Street near the stop sign blocking clear vision. He also reported that there was a very large pothole on the street that throws a driver way over to the other side when avoiding the pothole. He said he would like to see the Council address the issue. James added that he had made a visit to McMinnville to find out the width of the street which he reported was 40 feet. James said that he believed it was a City Problem.

Mayor Skyberg thanked Mr. Daley. She then asked the City Manager to look into the issue.

3. Consent Agenda

Mayor Ila Skyberg

Mayor Skyberg asked for a motion to approve the Consent Agenda.

Councilor Baller moved to approve the consent agenda. Councilor Johnson seconded. Mayor Skyberg asked Council President to read the items on the consent agenda.

Councilor Baller stated there were 4 items.

- 1. Check Registers July 1 to 31, 2018 (information only)
- 2. Financials July 2018
- 3. Minutes from the August 14, 2018, City Council Meeting
- 4. Council to consider Planter Pole Refurbishment In Downtown

MOTION: Councilor Baller moved to approve the consent agenda. Councilor Johnson seconded. Motion carried with Councilors, Baller, Wooden, Wymore, and Johnson all in favor.

4. Council To Consider - Oregon Main Street Network Associate Application

Mayor Ila Skyberg

Mayor Skyberg asked for a motion.

Councilor Baller moved to approve the City Manager to submit the 2018 Associate Level Application to Oregon Main Street Program.

Councilor Wooden Seconded.

Discussion: Councilor Johnson was interested in the Map or zone of the Main Street Network. He said that Slow Train Coffee shop was not included and he would like them included.

Craig moved to modify the motion to include Slow Train. Councilor Baller seconded for the purpose of discussion.

Kenna then explained that the Map area is for historic and architecturally significant buildings. She added that there are building along main that does not have any historical

significance.

Councilor Wooden said that she felt her home should be included in the map as it is a historic residence.

MOTION: Councilor Johnson moved to include the Wooden House for the main street program. Councilor Baller Seconded. Motion carried with Councilors, Baller, Wooden, Wymore, and Johnson all in favor.

 Council To Consider - Resolution 18.19.006 A Resolution To Set Fees To Be Charged For Land Use Applications Mayor Ila Skyberg

MOTION: Councilor Baller moved to approve resolution 18.19.006 a resolution to set fees to be charged for land use applications. Councilor Wooden seconded. Motion carried with Councilors, Baller, Wooden, Wymore, and Johnson all in favor.

Discussion: Councilor Baller asked for more details.

Kenna explained to the Council the need to approve resolution 18.19.006 to set fees for a pre-app conference. She said there had been builders who had met with city staff, city engineer and planner who spent several hours discussing a possible project and never moved forward with the project, therefore, costing the city several hundreds of dollars. Kenna further added the pre application fee would only cover some of the cost incurred not all.

6. Council To Consider - City Manager's Annual Review Mayor Ila Skyberg

MOTION: Councilor Baller moved to complete the City managers Annual Review. Councilor Wooden seconded. Motion carried with Councilors, Baller, Wooden, Wymore, and Johnson all in favor.

MOTION: Councilor Baller moved to amend the previous motion to include the approval of Resolution 18-19-007. Councilor Wooden seconded. Motion carried with Councilors, Baller, Wooden, Wymore, and Johnson all in favor.

Mayor Skyberg then read from a prepared statement on the City Managers annual performance review. Mayor Skyberg reported that she had contacted local business owners, Councilors and city staff for comments and to complete a survey of questions related to the City Managers job performance. Mayor Skyberg reported they were all positive comments. She praised the City Manager for her wonderful annual review.

7. Council To Consider - Appointment To The Library Board Mayor Ila Skyberg

MOTION: Councilor Wooden moved to approve Karla Johnson to the Library Board. Councilor Johnson seconded. Motion carried with Councilors, Baller, Wooden, Wymore, and Johnson all in favor.

Councilor Johnson said he was familiar with Karla's volunteer work and supported her appointment.

8. Nuisance Abatement Of 687 Branson St Mayor Ila Skyberg

MOTION: Councilor Wooden moved to approve the abatement of 687 Branson St. Councilor Wymore seconded. Motion carried with Councilors, Baller, Wooden, Wymore, and Johnson all in favor.

Discussion: Kenna explained to the Council that 687 Branson St. had a fire back in 2016 and the property was left with un-repaired structural damage.

The roof had been exposed and open to the elements. Also, the property is uninhabited at present. Since 2016 the property developed into a major nuisance of trash, noxious weeds, and junk. She said there had been multiple code enforcement violations issued and the property owner had been advised at the last known address.

She asked the Council to approve the abatement so the City can go in and do work to clean up the property which will improve the neighborhood. She said the property is an atrocity.

9. Mayors Report

Mayor Ila Skyberg

Mayor Skyberg reported that she attended a local government official's breakfast meeting along with the City Manager and it was a nice to meet and keep up to date.

10. Council Liason Reports

Mayor Ila Skyberg

Mayor Skyberg asked for a report from the Chamber Liaison.

Councilor Wooden reported that the new Saw Blade Sign is out on Hwy 22 for everyone to see. She said that there will be a second sign but does not know when it will be completed. She added that the Bridge the Gap is this Saturday, September 15, 2018, and the Chamber will be giving out helmets to kids and a few bicycles at the event.

Library Liaison was absent.

Councilor Johnson reported again that the new busses have arrived.

The City Manager reported on two very exciting events in September. The Harvest Festival will be held on September 22, 2018, and recommended all to attend.

The First Annual Volunteer Event will be on September 29, 2018, from 5:00 pm to 7:00 pm. Awards will be at 5:30 pm.

Kenna also reported that she and Jeff have been working toward the paving of 1st Street. She added that they met with Mark from Keller and Associates and together picked out the top 15 streets that will be added to the Capital Improvement Plan. Kenna explained that the Council will get a copy of the Capital Improvement Plan naming those streets.

Councilor Wooden asked for clarification if that was First or Fir. Kenna responded it is 1st St. Jeff added that they picked out the top 15 streets for repair by considering traffic flows and whether or not the street was a collector street.

Councilor Johnson then asked why 3rd street shouldn't' be considered a priority. He then asked Mr. Daley if that works for him if it is made a priority. Mr. Daley responded it needs a lot of work. Kenna said she has it in her notes and will follow it up with Dave and Jeff, as they meet once a week. Councilor Baller added that she also sees the 3rd street as a problem as she drives the whole town on a regular basis.

MOTION: Councilor Wooden moved to adjourn at 7:45 pm. Councilor Baller Seconded. Motion carried with Councilors, Baller, Wooden, Wymore, and Johnson all in favor.

IV. Agenda and Time of Next Meeting

The next meeting will be held at 6:00 PM on October 9, 2018, at: West Valley Fire 825 NE Main St Willamina, Oregon 97396

The agenda for t	he next meeting	is as	follows:
City Lien Ordina	ince		

The meeting was adjourned at 6:00 PM by Mayor IIa Skyberg.	
Minutes submitted by Deputy City Recorder, Debbie Bernard	
Minutes approved by Mayor Ila Skyberg	

REGULAR AGENDA

City of Willamina Staff Report FOR THE CITY COUNCIL MEETING OF OCTOBER 9, 2018

TO:

MAYOR AND CITY COUNCIL

FROM:

DEBBIE BERNARD, DEPUTY CITY RECORDER

SUBJECT:

CITY MANAGER COMPENSATION REVISION

<u>ISSUE</u>

Shall the City Council approve Resolution 18-19-008 authorizing the revision of the City Manager's compensation pursuant to the revised Contract of Employment between the City of Willamina and the City Manager?

RECOMMENDATION:

Approve Resolution 18-19-008.

SUMMARY AND BACKGROUND

On August 16, 2017 the City of Willamina and Kenna West entered into an Employment Agreement. That Employment Agreement was revised by Resolution 18-19-007 as follows:

The City Council may, at its discretion, and after the annual evaluation as described in Section 4, increase Employee's compensation.

The City Council performed the City Manager's annual evaluation on September 11, 2018 resulting in findings of a strong dedication to the City of Willamina, extraordinary competency, and multiple accomplishments during the first year of employment. Based on these findings and pursuant to the revised Employment Agreement, the Council wishes to increase the City Manager's annual salary by five percent (5%) beginning October 15, 2018.

FACTS AND FINDINGS

- 1. The revised employment agreement provides the City Council may, at their discretion, and after an annual evaluation, increase the City Manager's compensation.
- An annual evaluation was completed on September 11, 2018 with the input of the City Council, local business owners and other stakeholders, and peers and subordinates of the City Manager. The resulting findings indicated a strong dedication to the City of Willamina, extraordinary competency, and multiple accomplishments during the first year of employment.
- 3. Pursuant to the revised employment agreement and the findings of the annual evaluation, the City Council wishes to increase the City Manager's annual salary by five percent (5%) beginning October 15, 2018.

City of Willamina Staff Report For City Council Meeting of October 9, 2018 Page 2

4. The attached Resolution 18-19-008 authorizes the five percent (5%) annual increase beginning on October 15, 2018.

Proposed Motion: I move that the City Council approve Resolution 18-19-008.

<u>Debbie Bernard</u>

Debbie Bernard, Deputy City Recorder



Mayor Ila Skyberg

Council Members:

Rita Baller, Council President Bob Burr Craig Johnson Theresa McKnight April Wooden Geneva Wymore

City Management:

City Manager: Kenna L. West Accounting Manager: Scott Clark Public Works Director: Jeff Brown Library Manager: Sarah Frost

BEFORE THE COUNCIL OF THE CITY OF WILLAMINA SITTING FOR THE TRANSACTION OF BUSINESS

RESOLUTION NUMBER 18-19-08

A Resolution of the Willamina City Council Authorizing a revision to the City Manager's compensation.

WHEREAS, an Employment Agreement was entered into between the City of Willamina and Kenna West on August 16, 2017; and

WHEREAS, Resolution 18-19-007 authorized revision of that Employment Agreement to provide that the City Council may, at its discretion, and after an annual evaluation, increase employee's compensation; and

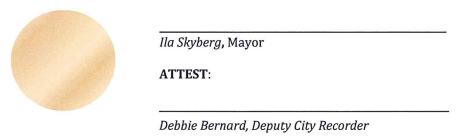
WHEREAS, an annual review pursuant to the revised Employment was completed on September 11, 2018 with findings of a strong dedication to the City of Willamina, extraordinary competency, and multiple accomplishments during the first year of employment; and

WHEREAS, based on those findings the City Council wishes to increase the City Manager's annual salary by five percent (5%) beginning October 15, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

WILLAMINA THAT the City Manager's annual salary shall be increased by five percent (5%) beginning October 15, 2018.

PASSED and ADOPTED by the City Council of the City of Willamina this **9th day** of **October, 2018**.



City of Willamina Staff Report FOR THE CITY COUNCIL MEETING OF OCTOBER 9, 2018

TO:

MAYOR AND CITY COUNCIL

FROM:

KENNA L. WEST, CITY MANAGER

SUBJECT:

EMERGENCY WATER INTAKE REPAIR FUNDING

ISSUE

Shall the City Council approve Resolution 18-19-009 authorizing a loan from the Water Fund by entering into a Financing Contract with the Oregon Infrastructure Finance Authority and authorizing either the Mayor or the City Manager to execute any necessary documents on behalf of the City of Willamina?

RECOMMENDATION:

Approve Resolution 18-19-009 and authorize either the Mayor or City Manager to execute any necessary documents to receive a loan from the Water Fund.

SUMMARY AND BACKGROUND

During a routine inspection of the City of Willamina's water intake location, the City's water treatment operator found that a gravel bar had shifted and landed on top of one of the two intake vents for the City of Willamina's water treatment facility.

The water treatment facility is unable to work at full capacity while this gravel bar sits upon one of the intake vents. The City Manager, Public Works Director, Finance Manager, and consulting engineer have worked together to receive the necessary permits from all agencies that have jurisdiction over the water, waterway, bank, land, environment, and fish within the area where the intake vents are located. Those permits have been received.

On September 24, 2018, the City Council met at a properly noticed Special City Council meeting to consider pursuing funding for the repair of the intake vent. The Council approved Resolution 18-19-005 authorizing the City Manager to pursue such funding up to the sum of \$200,000.

The estimated cost of the proposed work at the intake vent is \$63,000.00. The City Manager pursued funding from Business Oregon and the City has been offered funding as follows:

50% or \$31,500 in grant funds (these funds are not required to be paid back); and

50% or \$31,500 in loan funds at the rate of 1.55% (these fund are required to be paid back within 5 years)

These are the only funds that have been offered to pay for the needed repairs to the intake vent.

In order to receive these offered funds Business Oregon requires that the City provide, among other documents, the following:

City of Willamina Staff Report For City Council Meeting of October 9, 2018 Page 2

A Water Fund Water Project Financing Contract (attached hereto as Exhibit A), properly signed by the authorized representative of the City;

A Signature Card authorizing City Staff to draw the grant and loan funds (attached hereto as Exhibit B), properly signed by the authorized representative of the City;

A completed Deposit Option Notification form (attached hereto as Exhibit C), properly signed by the authorized representative of the City; and

A Resolution authorizing a loan by the City and authorizing the Mayor or the City Manager to sign any documents necessary to receive funding from Business Oregon (attached hereto as Exhibit D), properly approved by the City Council.

FACTS AND FINDINGS

- 1. The City of Willamina water intake system has been compromised due to the shifting of a gravel bar onto one of the intake vents.
- 2. The cost to repair the intake system is estimated to be \$63,000.00. The City does not have sufficient funds available in the Water Enterprise Fund to pay those estimated costs.
- 3. Funding has been offered by Business Oregon upon the terms outlined above and contained within the attached Water Fund Water Project Financing Contract (see attached Exhibit A).
- 4. In order to receive these offered funds, Business Oregon requires that the City provide, among others, those documents outlined above in the Summary and Background section.

Proposed Motion: I move the City Council approve Resolution 18-19-009 and authorize the Mayor or City Manager to sign any necessary documents to receive funds from Business Oregon.

Kenna L. West
Kenna L. West, City Manager

Attachments:

Exhibit A – Water Fund Water Project Financing Contract

Exhibit B - Signature Card

Exhibit C – Deposit Option Notification Form

Exhibit D – Resolution No. 18-19-009

WATER FUND WATER PROJECT FINANCING CONTRACT

Project Name: Willamina Emergency Water Intake Restoration

Project Number: Y19002

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD"), and the City of Willamina ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

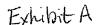
SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

- A. A non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount.
- B. A grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project. If the Project is completed for less than the amount of the Estimated Project Cost, the Grant will be reduced accordingly.

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[&]quot;Estimated Project Cost" means \$63,000.

[&]quot;Grant Amount" means \$31,500.

[&]quot;Interest Rate" means 1.55% per annum.

[&]quot;Loan Amount" means \$31,500.

[&]quot;Maturity Date" means the fourth anniversary of the Repayment Commencement Date.

[&]quot;Payment Date" means December 1.

[&]quot;Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

[&]quot;Project Completion Deadline" means 36 months after the date of this Contract.

[&]quot;Repayment Commencement Date" means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 3 - DISBURSEMENTS

- A. <u>Reimbursement Basis</u>. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("<u>Disbursement Request</u>").
- B. <u>Financing Availability</u>. OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. <u>Payment to Contractors</u>. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.
- D. Order of Disbursement. The Recipient authorizes OBDD to determine whether disbursements will be drawn from the Loan or the Grant, and record the date and amount of each such disbursement. Absent manifest error, such notations will be conclusive evidence for determining accrual of interest on the principal balance of the Loan and the remaining Loan or Grant amount available for disbursement.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. <u>Interest</u>. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.
 - The Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.
- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.

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D. Loan Prepayments.

- (1) <u>Mandatory Prepayment</u>. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
- (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. <u>Conditions Precedent to OBDD's Obligations</u>. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
 - (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. <u>Conditions to Disbursements</u>. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
 - (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Water Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.

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- (6) The Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests
- (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. <u>Use of Proceeds</u>. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. <u>Costs Paid for by Others</u>. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. <u>Estimated Project Cost</u>, <u>Funds for Repayment</u>. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. <u>Full Disclosure</u>. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.

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D. <u>Pending Litigation</u>. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Defaults.

- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. <u>Governmental Consent</u>. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. <u>Notice of Adverse Change</u>. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. <u>Compliance with Laws</u>. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, that relate to the Project, or that relate to the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
 - (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C.
 - (3) OAR 123-043-0095(4) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

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C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
- (3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
- (4) Permit OBDD to conduct inspection of the Project at any time.
- (5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (7) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
- (8) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a "qualified management contract" as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. <u>Insurance</u>. <u>Damage</u>. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied first, to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), and second, to repay the Grant, unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.

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- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, first, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), and second, repay the Grant, unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan and repay the Grant immediately upon demand by OBDD.
- H. <u>Condemnation Proceeds</u>. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied first, to prepay the outstanding balance of the Loan in accordance with section 4.D.(1), and second, to repay the Grant.
- I. <u>Financial Records</u>. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. <u>Inspections; Information</u>. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. <u>Economic Benefit Data</u>. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

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- M. <u>Disadvantaged Business Enterprises</u>. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses..." OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills-laws/ors/ors200.html. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp.
- N. <u>Professional Responsibility</u>. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. <u>Notice of Default</u>. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. <u>Indemnity</u>. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- Q. <u>Further Assurances</u>. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- R. Exclusion of Interest from Federal Gross Income and Compliance with Code.
 - (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government

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- use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan and Grant.

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- (9) The Recipient may use the Financing Proceeds to reimburse itself for Project expenditures made prior to the funding of the Project only if permitted by Exhibit C and only if such reimbursement is allowed under one of the following four categories pursuant to 26 C.F.R. §1.150-2:
 - (a) Preliminary expenditures such as architectural, engineering, surveying, soil testing, bond issuance and similar costs that, in the aggregate, are not in excess of 20% of the Financing Proceeds. Costs of land acquisition, site preparation and similar costs incident to commencement of construction are not preliminary expenditures.
 - (b) Expenditures for issuance costs.
 - (c) Expenditures that are described in a reimbursement resolution or other declaration of official intent that satisfies the requirements of 26 C.F.R. §1.150-2 and paid no earlier than 60 days prior to the adoption of such resolution or official intent.
 - (d) Expenditures paid within 60 days prior to the date the Loan and Grant are funded.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

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SECTION 10 - REMEDIES

- A. <u>Remedies</u>. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.599;
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to repay any Grant proceeds owed; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. <u>Default by OBDD</u>. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. <u>Time is of the Essence</u>. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
 - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

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- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
- (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.
- C. <u>Disclaimer of Warranties</u>; <u>Limitation of Liability</u>. The Recipient agrees that:
 - (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) The liability of OBDD under this Contract is contingent upon the availability of moneys in the Water Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. <u>Notices</u>. All notices to be given under this Contract or any other Financing Document must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD:

Assistant Director, Economic Development Oregon Business Development Department

775 Summer Street NE Suite 200

Salem OR 97301-1280

If to Recipient:

City Manager City of Willamina 411 NE C ST

Willamina OR 97396-2783

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. <u>Severability</u>. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

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- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to

this Contract shall bring the legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. <u>Integration</u>. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department



CITY OF WILLAMINA

By:		By:		
	Chris Cummings, Assistant Director		The Honorable Ila Skyberg	
	Economic Development		Mayor of Willamina	
Date	:	Date:	Water And Bridge Committee	
APPF	ROVED AS TO LEGAL SUFFICIENCY IN ACC	ORDANC	E WITH ORS 291.047:	
	Not Required per OAR 137-045-	-0030		

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EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"Act" means ORS 285B.560 through 285B.599, as amended.

"Award" means the award of financial assistance to Recipient by OBDD dated 14 Sep 2018.

"C.F.R." means the Code of Federal Regulations.

"Code" means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

"Costs of the Project" means Recipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

"Counsel" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

"Default" means an event which, with notice or lapse of time or both, would become an Event of Default.

"Financing Documents" means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD's financing of the Project.

"Financing Proceeds" means the proceeds of the Loan and Grant collectively or Loan or Grant individually without distinction.

"Lottery Bonds" means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan or Grant.

"Municipality" means any entity described in ORS 285B.410(9).

"ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient completes the Project.

"System" means Recipient's drinking water/wastewater/utility system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B - SECURITY

- A. <u>Full Faith and Credit Pledge</u>. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from and secured by all lawfully available funds of Recipient.
- B. Pledge of Net Revenues of the System.
 - 1. All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). The Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "OBDD Lien".
 - 2.OBDD acknowledges that Recipient has superior debt in the form of 2000 Bonds. Subsequent to the execution of this Contract, the Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien.
 - 3. Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).
 - 4. The Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the annual debt service due in the fiscal year on the Loan and any outstanding obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien.
 - 5. The Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with or superior to the OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

Y19002 Willamina Contract.docx Page 15 of 16

EXHIBIT C - PROJECT DESCRIPTION

The Recipient will collect gravel from the raw water intake located in Willamina Creek and transport the gravel to the city's Public Works facility.

Up to \$12,600 of pre-award expenses for engineering are allowed.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Engineering "Pre-award"	\$12,600	\$500
Engineering	5,400	0
Construction	45,000	0
Total	\$63,000	\$500

Y19002 Willamina Contract.docx Page 16 of 16

Authorized Signature Card for Cash Payments on	Oregon Business Development Department Awards
Recipient	Project Number
City of Willamina	Y19002
	ed Individuals to Request Payments o request disbursement of funds)
Kenna L. West, City Manager	Scott Clark, Accounting Manager
Typed Name and Title	Typed Name and Title
(1) a Kluud h Wet	(1) b Seott E. Mil
Signature (Highest Elected Official must not sign here)	Signature (Highest Elected Official must <u>not</u> sign here)
Additional Sign	atures (if desired)
Typed Name and Title	Typed Name and Title
(1) c	(1) d
Signature (Highest Elected Official must <u>not</u> sign here)	Signature (Highest Elected Official must not sign here)
I certify that the signatures above are of the individuals authorized to draw funds for the cited project. Ila Skyberg, Mayor October 9, 2018	Agency Use Only: Date Received:
Typed Name, Tille and Date	
(2) Signature of Highest Elected Official or duly authorized official for the Recipient (Must not be listed in item (1) a through (1) d above)	

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: Two signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here must not be listed in Item (1) a through d.
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department 775 SUMMER ST NE STE 200 SALEM OR 97301-1280

DEPOSIT OPTION NOTIFICATION

Complete and return this form to Oregon Business Development Department

775 SUMMER ST NE STE 200

SALEM OR 97301-1280

City of Willamina		93-6002281
Recipient		Federal Tax ID Number
Emergency Water Inta	ke Restoration	Y19002
Project Name		Project Number
I (we), the undersigned do Method I or II below)	hereby authorize the Oregon Busir	ness Development Department to: (Choos
	Method I - Electronic Funds Tra	ansfer (EFT)
	Private Sector or Governmen	t Entities
Representative has be authorizing the Oregon	een forwarded to the Oregon D n State Treasury to deposit funds i	CH-1) completed by Financial Institution Department of Administrative Services into the designated financial account by the Federal Reserve Banking System.
Requires an SFMS ACF	H-1 form to be marked CONFIDENTI.	AL and mailed to:
Get the form here: www	v.oregon.gov/das/Financial/AcctgSys/	Documents/ACH Enrollment Form.pdf
Use Existing EFT Acco	unt: An account has already been se	et up for EFT deposits as required above.
M	ethod II - Local Government Invest	ment Pool (LGIP)
	Government Entities Or	aly
Transfer funds to the 0 other means.	Oregon State Treasury Local Gover	nment Investment Pool by electronic or
The Oregon State Treas Investment Pool Accou	· -	eposit said funds into Local Government
•		ion and will remain in effect until the vritten notification of its termination.
Type or Print Name(s)		
Signature(s)		
Date	Telephone Number	Fax Number



Mayor ila Skyberg

Council Members:

Rita Baller, Council President Bob Burr Craig Johnson Theresa McKnight April Wooden Geneva Wymore City Management:

City Manager: Kenna L. West Finance Manager: Scott Clark Public Works Director: Jeff Brown Library Manager: Sarah Frost

Exhibit D

BEFORE THE COUNCIL OF THE CITY OF WILLAMINA SITTING FOR THE TRANSACTION OF BUSINESS

RESOLUTION NUMBER 18-19-009

Authorizing a loan from the Water Fund by entering into a Financing Contract with the Oregon Infrastructure Finance Authority

WHEREAS, the City Council (hereinafter "Governing Body") of the City of Willamina (hereinafter "Recipient") finds:

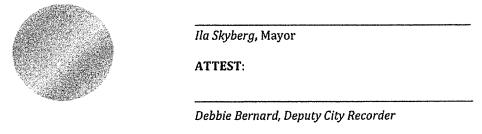
- A. The Recipient is a "municipality" within the meaning of Oregon Revised Statutes 285B.410(9).
- B. Oregon Revised Statutes 285B.560 through 285B.599 (the "Act") authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD") to obtain financial assistance from the Water Fund.
- C. The Recipient has filed an application with the OBDD to obtain financial assistance for a "water project" within the meaning of the Act.
- D. The OBDD has approved the Recipient's application for financial assistance from the Water Fund pursuant to the Act.
- E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number Y19002, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the "Project").
- F. Notice relating to the Recipient's consideration of the adoption of this Resolution was published in full accordance with the Recipient's charter and laws for public notification.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the Mayor or City Manager (herinafter "Authorized Officer") to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (hereinafter "Financing Documents"), including a grant from the OBDD in the amount of \$31,500, and a loan from the OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of \$31,500 and an interest rate of 1.55% per annum. The proceeds of the loan from the OBDD will be applied solely to the "Costs of the Project" as such term is defined in the Financing Contract.

- 2. <u>Sources of Repayment</u>. Amounts payable by the Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.581(2) which include:
 - (a) The revenues of the project, including special assessment revenues;
 - (b) Amounts withheld under ORS 285B.599;
 - (c) The general fund of the Recipient; or
 - (d) Any other source.
- 3. <u>Tax-Exempt Status</u>. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Recipient may enter into covenants to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or its bond counsel to protect the tax-exempt status of such interest.
- 4. Reimbursement Bonds. The Recipient may make certain expenditures on the Project prior to the date the Financing Contract is executed with OBDD or the date the State of Oregon issues any bonds to fund the Ioan. The Recipient hereby declares its intent to seek reimbursement of such expenditures with amounts received from the OBDD pursuant to the Financing Contract, but only as permitted by OBDD policy, the Financing Contract, and federal tax regulations. Additionally, the Recipient understands that the OBDD may fund or reimburse itself for the funding of amounts paid to the Recipient pursuant to the Financing Documents with the proceeds of bonds issued by the State of Oregon pursuant to the Act. This Resolution constitutes "official intent" within the meaning of 26 C.F.R. §1.150-2 of the income tax regulations promulgated by the United States Department of the Treasury.

PASSED and ADOPTED by the Governing Body of the City of Willamina this **9th day** of **October**, **2018**.



1121

City of Willamina
Staff Report
FOR THE CITY COUNCIL MEETING OF OCTOBER 9, 2018

TO:

MAYOR AND CITY COUNCIL

FROM:

KENNA WEST, CITY MANAGER

SUBJECT:

RESOLUTION 18-19-010 ADOPTING A SUPPLEMENTAL BUDGET

ISSUE

Shall City Council approve Resolution 18-19-010 adopting a supplemental budget that includes two new line items, increases the adopted budget to allow receipt of revenues that were not anticipated in the adopted budget and expenditure of those unanticipated revenues; a new debt within the Water Fund, and reallocation of various other line items contained within the adopted budget?

RECOMMENDATION:

Staff recommends approval of Resolution 18-19-010.

SUMMARY AND BACKGROUND

Approximately 6 weeks ago the Willamina water intake system was compromised when a gravel bar shifted and landed on one of the water intake vents. The water treatment facility is unable to work at full capacity while the intake system is compromised. Business Oregon has offered a grant/loan combination in the sum of \$63,000.00 to pay for the necessary repairs to the intake system. The City Council, at their October 9, 2018 meeting approved receipt of those funds. These funds were not considered during the adoption of the Fiscal Year 2018/2019 budget at there was no way to foresee the drifting of a gravel bar on to the City's intake system.

In addition to the above, which requires a supplement budget process, the City has a number of reallocation requests due to other unforeseen circumstances. These reallocations do not require a supplemental budget process, but, as an option at the discretion of the City may become a part of the supplemental budget process.

FACTS AND FINDINGS

- 1. A grant/loan combination in the sum of \$63,000.00 has been offered by Business Oregon and the City Council has approved the City's receipt of those funds. These funds will be used to pay for emergency repairs to the City's water intake system which could not have been foreseen at the time of the adoption of the Fiscal Year 2018/2019 budget.
- ORS 294.480 allows a governing body to make a supplemental budget for the fiscal year when a condition which had not been ascertained at the time of the preparation of the budget for the current year occurs.
- 3. In addition, although a supplemental budget process is not required for reallocation of monies within Funds, as the City is required to proceed with a supplemental budget for

City of Willamina Staff Report For City Council Meeting of October 9, 2018 Page 2

the Business Oregon grant/loan, the City has a number of reallocation requests due to unforeseen circumstances which the City wishes to include in the supplemental budget process. These reallocation requests are described in the attached Exhibit A.

4. Approval of Resolution 18-19-010 would adopt the supplemental budget that includes two new line items, increases the adopted budget to allow receipt of revenues that were not anticipated in the adopted budget and expenditure of those unanticipated revenues; a new debt within the Water Fund, and reallocation of various other line items contained within the adopted budget.

Proposed Motion: I move to approve Resolution 18-19-010 adopting a supplemental budget and allowing reallocations within Funds to the adopted budget.

Kenna L. West

Kenna L. West, City Manager

Attachments:

Exhibit A – Supplemental Budget and Reallocation Request Exhibit B - Resolution 18-19-010

FY 2018-2019 - Second Supplemental Exhibt A

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PARKS PARKS <th< td=""><th></th><td>10-65-5090</td><td>Workers Comp</td><td>00.09</td><td></td><td></td><td>1,060.00</td><td>From 10-99-9900</td><td>Increase due to WC Audit (performed every 3rd year)</td></th<>		10-65-5090	Workers Comp	00.09			1,060.00	From 10-99-9900	Increase due to WC Audit (performed every 3rd year)
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ADMIN PR ADMIN PR ADMIN PR CONTINGENCY CO	$\overline{}$	10-67-5413	Telephone	850.00			2,150.00	From 10-99-9900	Unexpected phone upgrade due to personnel security issues
ADMIN PR	25								
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CONTINGENCY 10-99-9900 Contingency 296,111.00 20,300.00 275,811.00 To 10-12-5137 & 5413; 10-99-9900 Contingency 296,111.00 20,300.00 275,811.00 To 10-12-5137 & 5413; STREETS FUND Contingency 1,000.00 3,100.00 A,100.00 From 20-99-9900 20-11-5090 Workers Comp 1,000.00 3,100.00 4,100.00 From 20-99-9900 20-81-509 Grant Exp - SCA 50,000.00 15,000.00 65,000.00 From 20-99-9900 20-99-9900 Contingency 108,944.00 23,100.00 85,844.00 To 20-11-5090 & 5204; and 20-99-9900 Contingency 108,944.00 23,100.00 85,844.00 To 20-11-5090 & 5204; and	28								
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STREETS FUND Workers Comp 1,000.00 3,100.00 4,100.00 From 20-99-9900 20-11-5204 Engineering Svcs 10,000.00 5,000.00 15,000.00 From 20-99-9900 20-81-5909 Grant Exp - SCA 50,000.00 15,000.00 65,000.00 From 20-99-9900 20-99-9900 Contingency 108,944.00 23,100.00 85,844.00 To 20-11-5090 & 5204; and 20-99-9900 Contingency 108,944.00 23,100.00 85,844.00 To 20-11-5090 & 5204; and	34								
20-11-5090 Workers Comp 1,000.00 3,100.00 4,100.00 From 20-99-9900 20-11-5204 Engineering Svcs 10,000.00 5,000.00 15,000.00 From 20-99-9900 20-81-5909 Grant Exp - SCA 50,000.00 15,000.00 65,000.00 From 20-99-9900 20-99-9900 Contingency 108,944.00 23,100.00 85,844.00 To 20-11-5090 & 5204; and 20-99-9900 Contingency 108,944.00 23,100.00 85,844.00 To 20-11-5090 & 5204; and	35	STREETS FUND							
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20-81-5909 Grant Exp - SCA 50,000.00 15,000.00 65,000.00 From 20-99-9900 20-99-9900 Contingency 108,944.00 23,100.00 85,844.00 To 20-11-5090 & 5204; and 20-99-9900 23,100.00 85,844.00 To 20-11-5090 & 5204; and 20-81-5909			Engineering Svcs	10,000.00	5,000.00		15,000.00	From 20-99-9900	Increase due to additional projects being completed
20-99-9900 Contingency 108,944.00 23,100.00 85,844.00 To 20-11-5090 & 5204; and 20-99-9900 23,100.00 85,844.00 To 20-11-5090 & 5204; and 20-81-5909	38	20-81-5909	Grant Exp - SCA	50,000.00	15,000.00		65,000.00	From 20-99-9900	Unexpected increase in materials & services costs for project
		20-99-9900	Contingency	108,944.00		23,100.00		To 20-11-5090 & 5204; and	
	40							20-81-5909	

FY 2018-2019 - Second Supplemental Exhibt A

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WATER FUND	_						The state of the s	
43 30-10-4600		Bus Oregon Grant	00.00	0.00 31,500.00				Emergency Intake Project Grant - New Line Item
30-10-4610		Bus Oregon Loan	00.00	0.00 31,500.00		THE PROPERTY OF THE PROPERTY O		Emergency Intake Project Loan - New Line Item
45 30-11-5090		Workers Comp	1,500.00	1,500.00		3,000.00 F	3,000.00 From 30-99-9900	Increase due to WC Audit (performed every 3rd year)
46 30-11-5204		Engineering Svcs	5,000.00	5,000.00 13,000.00		18,000.00 F	18,000.00 From 30-10-4610	Increase due to Unforseen Emergency Intake Project
47 30-11-5530		Supply Sys Maintence	50,000.00	50,000.00	The state of the s	100,000.00 F	100,000.00 From 30-10-4600 & 4610	Increase due to Unforseen Emergency Intake Project
30-82-8030		Water Principal	19,203.00	1,000.00		20,203.00 F	20,203.00 From 30-99-9900	Increase due to loan for unforseen Emergency Intake Project
49 30-82-8035		Water Interest	33,609.00	5,000.00		38,609.00 F	38,609.00 From 30-99-9900	Increase due to loan for unforseen Emergency Intake Project
50 30-99-9900		Contingency	158,455.00		7,500.00	150,955.00 T	150,955.00 To 30-11-5090;30-82-8030&8035	5
51 30-10-4600		Bus Oregon Grant	31,500.00		31,500.00	D.00 T	0.00 To 30-11-5530	
30-10-4610		Bus Oregon Loan	31,500.00		31,500.00	T 00.00	0.00 To 30-11-5530 & 5204	
AAA BAYYAA AAAA ka aa	Name and Address of the Party o	AND THE PROPERTY OF THE PROPER	APRIL MINISTER CONTINUES AND AN ENGINEERING THE PRINCIPLE AND AN ADDRESS AND A	THE PROPERTY OF THE PROPERTY O	The state of the s			
VYA MYAY FERMANDA AND AND AND AND AND AND AND AND AND	NA SECTION AND ASSESSMENT	A MANAGEMENT AND CONTRACT OF THE PROPERTY OF T	The state of the s					
55 WASTEWATER	Ħ		THE RESIDENCE AND ADDRESS OF THE PROPERTY OF T	dd da y ddynad y mae y Turanes y brandyna y dy'n y gan ar gyngaeth		There is a second of the secon		
56 40-11-5090		Workers Comp	1,500.00	1,500.00		3,000.00 F	3,000.00 From 40-99-9900	Increase due to WC Audit (performed every 3rd year)
40-11-5204		Engineering Services	3,000.00	5,000.00		8,000.00 F	8,000.00 From 40-99-9900	Increase due to unexpected failure of lift station
40-80-6000		Capital Outlay	10,000.00	15,000.00		25,000.00 F	25,000.00 From 40-99-9900	Increase due to replacement of chlorine generator a/f failure
59 40-99-9900		Contingency	154,332.00		21,500.00	132,832.00 T	132,832.00 To 40-11-5090 & 5204; and	
						4	40-80-6000	



Mayor Ila Skyberg

Council Members:

Rita Baller, Council President Bob Burr Craig Johnson Theresa McKnight April Wooden Geneva Wymore

City Management:

City Manager: Kenna L. West Accounting Manager: Scott Clark Public Works Director: Jeff Brown Library Manager: Sarah Frost

BEFORE THE COUNCIL OF THE CITY OF WILLAMINA SITTING FOR THE TRANSACTION OF BUSINESS

RESOLUTION NUMBER 18-19-010

A Resolution of the Willamina City Council Authorizing Appropriations Amending the Fiscal Year 2018-2019 Budget and reallocating funds within Funds for the Fiscal Year 2018-2019.

WHEREAS, a supplemental budget is the appropriate mechanism to recognize sources of revenue that were not known at the beginning of the year; and

WHEREAS, this supplemental budget makes adjustments to the current year's budget by increasing the budget to allow for receipt of revenues that were not anticipated in the original budget; and

WHEREAS, the supplement budget public hearing was advertised at City Hall and on the city website beginning September 25, 2018 and advertised in the local newspaper on October 3, 2018; and

WHEREAS, The City Council held a public hearing on the proposed supplemental budget on October 9, 2018; and

WHEREAS, ORS 294.463 allows a governing body to transfer appropriations within a Fund;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

WILLAMINA THAT a supplemental budget to the 2018-2019 adopted budget and the appropriations and reallocations found within the attached Exhibit A, attached hereto and made a part hereof; are hereby adopted and that this resolution shall become effective immediately upon adoption.

PASSED and ADOPTED by the City Council of the City of Willamina this 9th day of October, 2018.

Ila Skyberg, Mayor
ATTEST:
Debbie Bernard, Deputy City Recorder

Attachment: Exhibit A

FY 2018-2019 - Second Supplemental Exhibt A

A	В	U	۵	Ш	ட	ტ	I
	r Line Item Name	Budget	Increase	Decrease	Adj Budget	From / To	
2 GENERAL FUND							
4 10-81-4814	Rev - ODFW Hampton	1,000.00	21,658.16		22,658.16		Project completed 1 vr early. Reimbursable amount from ODFW
5 10-81-5915	Exp - ODFW Hampton	1,000.00	21,658.16		22,658.16		Payment of project costs for reimbursable grant from ODFW
9							A 100
7 ADMINISTRATION							
8 10-12-5137	Supplies	12,000.00	5,000.00		17,000.00	17,000.00 From 10-99-9900	Unexpected citizen events supplies (multiple events)
9 10-12-5413	Telephone	5,000.00	4,000.00		9,000.00	9,000.00 From 10-99-9900	Unexpected phone upgrade due to personnel security issues
10							
11 LIBRARY							
12 10-65-5100	Children Books	2,200.00	500.00		2,700.00	2,700.00 From 10-99-9900	Lag in invoicing and payment of books previously ordered
13 10-65-5413	Telephone	1,200.00	1,300.00		2,500.00	2,500.00 From 10-99-9900	Unexpected phone upgrade due to personnel security issues
14 10-65-5111	Special Prgrm-Youth	800.00	300.00		1,100.00	1,100.00 From 10-99-9900	Lag in invoicing and payment of previously ordered materials
15 10-65-5126	Postage	150.00	100.00		250.00	250.00 From 10-99-9900	Unexpected increase in postage expenses
16 10-65-5090	Workers Comp	00.09	1,000.00		1,060.00	1,060.00 From 10-99-9900	Increase due to WC Audit (performed every 3rd year)
17							
18 PARKS							
19 10-66-5090	Workers Comp	300.00	1,200.00		1,500.00	1,500.00 From 10-99-9900	Increase due to WC Audit (nerformed every 3rd year)
20 10-66-5504	Repairs-Maintenance	2,500.00	1,000.00		3,500.00	3,500.00 From 10-99-9900	Unexpected increase in materials costs for maintenance projects
21							
22 MUSEUM							
	Technology Svcs	500.00	500.00		1,000.00	1,000.00 From 10-99-9900	Unexpected technology failure requiring tech services
24 10-67-5413	Telephone	850.00	1,300.00		2,150.00	2,150.00 From 10-99-9900	Unexpected phone upgrade due to personnel security issues
25							Control Automorphisms of the control
26 ADMIN PR							
27 10-70-5000	Salary-Wages	209,000.00	4,100.00		213,100.00	213,100.00 From 10-99-9900	Revised contract merit increase after performance evaluation
_							
29 CONTINGENCY							
30 10-99-9900	Contingency	296,111.00		20,300.00		275,811.00 To 10-12-5137 & 5413;	
31						10-65-5100, 5413, 5111, 5126 &	
32				-		5090; 10-66-5090&5504; 10-67-	
33						5233&5413; and 10-70-5000	
34							
35 STREETS FUND							
36 20-11-5090	Workers Comp	1,000.00	3,100.00		4,100.00	4,100.00 From 20-99-9900	Increase due to WC Audit (performed every 3rd year)
$\overline{}$	Engineering Svcs	10,000.00			15,000.00	15,000.00 From 20-99-9900	Increase due to additional projects being completed
	Grant Exp - SCA	50,000.00	15,000.00			65,000.00 From 20-99-9900	Unexpected increase in materials & services costs for project
39 20-99-9900	Contingency	108,944.00		23,100.00		85,844.00 To 20-11-5090 & 5204; and	
40						20-81-5909	

FY 2018-2019 - Second Supplemental Exhibt A

A
Bus Oregon Grant
Q
6

2018 Schedule of Events

CITY COUNCIL CALENDAR OF EVENTS

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July		
07/04/18 (Wed)	Independence day	holiday
07/20/18 (Fri)	Swap Meet	event
07/21/18 (Sat)	Swap Meet	event

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Planning Commission Meeting Canceled	meeting
City Council Meeting	meeting
Deadline for completed application to run in the	event
November 6, 2018 Elections	event
Deadline for Library Board Applications	deadline
	City Council Meeting Deadline for completed application to run in the November 6, 2018 Elections

Su	M	Tu	W	Th	F	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

September		
09/03/18 (Mon)	Labor Day	holiday
09/04/18 (Tues)	Planning Commission Meeting	meeting
09/11/18 (Tues)	City Council Meeting	meeting
09/15/18 (Sat)	Bridge the Gap Sept 15th 10 to 2	event
09/22/18 (Sat)	Harvest Festival Sept 22 10 to 4	event
	Volunteer Appreciation Event Sept 29th Sat @	
09/29/18 (Sat)	5:00pm.	event

Su	M	Tu	W	Th	F	Sa
				4		
				11		
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October		
10/02/18 (Tues)	Planning Commission Meeting	meeting
10/09/18 (Tues)	City Council Meeting	meeting
10/08/18 (Mon)	Columbus Day	holiday
10/24/18 (Wed)	United Nations Day	holiday
10/31/18 (Wed)	Halloween	holiday

Su	M	Tu	W	Th	F	Sa
				1	2	3
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18	19	20	21	22	23	24
25	26	27	28	29	30	

November		
11/06/18 (Tues) 11/13/18 (Tues)	Planning Commission Meeting	meeting
11/13/16 (Tues)	City Council Meeting	meeting -
11/6/17 (Tues)	November 6 Elections Day	event
11/10/17 (Fri.Sat & Sun)	Coastal Hills Art Tour Celebrating 26 years	event
11/11/18 (Sun)	Veterans Day	holiday
11/22/18 (Thu)	Thanksgiving	holiday

December 2018						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December		
12/04/18 (Tues)	Planning Commission	meeting
12/11/18 (Tues)	City Council Meeting	meeting
12/24/18 (Mon)	Christmas Eve	holiday
12/25/18 (Tue)	Christmas Day	holiday
12/31/18 (Mon)	New Year's Eve	holiday